

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

Shawanda Tatum

Debtor(s)

CHAPTER 13

M&T Bank

Creditor

vs.

NO. 16-10057 JKF

Shawanda Tatum

Debtor(s)

Frederick L. Reigle Esq.

Trustee

11 U.S.C. Section 362

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Creditor on the Debtor's residence is **\$4,799.68**, which breaks down as follows;

| | |
|------------------------------------|---|
| Post-Petition Payments: | September 2017 through November 2017 at \$972.65/month; December 2017 through January 2018 at \$944.45/month |
| Suspense Balance | (\$7.17) |
| Total Post-Petition Arrears | \$4,799.68 |

2. The Debtor(s) shall cure said arrearages in the following manner;

a). Debtor(s) shall tender a down payment of **\$4,799.68** by February 21, 2018.

b). Beginning February 1, 2018, Debtor(s) shall pay the present regular monthly payment of **\$944.45** on the mortgage (or as adjusted pursuant to the terms of the mortgage) on or before the first (1st) day of each month (with late charges being assessed after the 15th of the month) and continuing thereafter.

3. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.

4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, due the multiple payment defaults by Debtor under the prior stipulation, the Creditor may file a Certification of Default with the Court and the Court shall enter an Order granting the Creditor relief from the automatic stay.

5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.
6. If the case is converted to Chapter 7, the Creditor shall file a Certification of Default with the court and the court shall enter an order granting the Creditor relief from the automatic stay.
7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.
8. The provisions of this stipulation do not constitute a waiver by the Creditor of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.
9. The parties agree that a facsimile signature shall be considered an original signature.

Date: January 30, 2018

By: /s/Rebecca A. Solarz
Rebecca A. Solarz, Esq.
Attorney for Creditor


Date: January 30, 2018

/s/ Erik B. Jensen
Erik B. Jensen Esq.
Attorney for Debtor(s)

~~Date:~~ XXXXXXXXXXXXXXXXXXXXXXXXXXXX

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Frederick L. Reigle, Esquire
~~Chapter 13 Trustee~~
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Approved by the Court this 2nd day of February, 2018. However, the court retains discretion regarding entry of any further order.



Bankruptcy Judge
Jean K. Fitzsimon